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7

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10
11 KLAUBER BROTHERS, INC., a New
12 York corporation,
13 Plaintiff,
14 vs.
15 J. C. Penney Corporation, Inc.
16 Defendant.

Case No. 2:16-cv-02147-JFW-AFM
Judge: Hon. John F. Walter

**STIPULATED PROTECTIVE
ORDER AND [PROPOSED] ORDER**

Trial Date: March 28, 2017

17 1. **PURPOSES AND LIMITATIONS**

18 Discovery in this action is likely to involve production of confidential,
19 proprietary, or private information for which special protection from public
20 disclosure and from use for any purpose other than prosecuting this litigation may
21 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
22 enter the following Stipulated Protective Order. The parties acknowledge that this
23 Order does not confer blanket protections on all disclosures or responses to
24 discovery and that the protection it affords from public disclosure and use extends
25 only to the limited information or items that are entitled to confidential treatment
26 under the applicable legal principles. The parties further acknowledge, as set forth
27 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
28 file confidential information under seal; Civil Local Rule 79-5 sets forth the

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1 procedures that must be followed and the standards that will be applied when a party
2 seeks permission from the court to file material under seal.

3 A. GOOD CAUSE STATEMENT

4 This action is likely to involve trade secrets, customer and pricing lists and
5 other valuable research, development, commercial, financial, technical and/or
6 proprietary information for which special protection from public disclosure and
7 from use for any purpose other than prosecution of this action is warranted. Such
8 confidential and proprietary materials and information consist of, among other
9 things, confidential business or financial information, information regarding
10 confidential business practices, or other confidential research, development, or
11 commercial information (including information implicating privacy rights of third
12 parties), information otherwise generally unavailable to the public, or which may be
13 privileged or otherwise protected from disclosure under state or federal statutes,
14 court rules, case decisions, or common law. Accordingly, to expedite the flow of
15 information, to facilitate the prompt resolution of disputes over confidentiality of
16 discovery materials, to adequately protect information the parties are entitled to keep
17 confidential, to ensure that the parties are permitted reasonable necessary uses of
18 such material in preparation for and in the conduct of trial, to address their handling
19 at the end of the litigation, and serve the ends of justice, a protective order for such
20 information is justified in this matter. It is the intent of the parties and the Court
21 that information will not be designated as confidential for tactical reasons and
22 that nothing shall be so designated without a good faith belief that it has been
23 maintained in a confidential, non-public manner, and there is good cause why it
24 should not be part of the public record of this case.

25 Examples of confidential information that the parties may seek to protect
26 from unrestricted or unprotected disclosure include:

27 (a) Information that is the subject of a non-disclosure or
28 confidentiality agreement or obligation;

- (b) The names, or other information tending to reveal the identity of a party's supplier, designer, distributor, or customer;
- (c) Agreements with third-parties, including license agreements, distributor agreements, manufacturing agreements, design agreements, development agreements, supply agreements, sales agreements, or service agreements;
- (d) Research and development information;
- (e) Proprietary engineering or technical information, including product design, manufacturing techniques, processing information, drawings, memoranda and reports;
- (f) Information related to budgets, sales, profits, costs, margins, licensing of technology or designs, product pricing, or other internal financial/accounting information, including non-public information related to financial condition or performance and income or other non-public tax information;
- (g) Information related to internal operations including personnel information;
- (h) Information related to past, current and future product development;
- (i) Information related to past, current and future market analyses and business and marketing development, including plans, strategies, forecasts and competition; and
- (j) Trade secrets (as defined by the jurisdiction in which the information is located).

25 Unrestricted or unprotected disclosure of such confidential technical,
26 commercial or personal information would result in prejudice or harm to the
27 producing party by revealing the producing party's competitive confidential
28 information, which has been developed at the expense of the producing party and

1 which represents valuable tangible and intangible assets of that party.
 2 Additionally, privacy interests must be safeguarded. Accordingly, the parties
 3 respectfully submit that there is good cause for the entry of this Protective Order.

4 The parties agree, subject to the Court's approval, that the following terms
 5 and conditions shall apply to this civil action.

6 **2. DEFINITIONS**

7 2.1 Action: this pending federal law suit entitled *Klauber Brothers, Inc. v. J.*
 8 *C. Penney Corporation, Inc.*, Case No. 2:16-cv-02147-JFW-AFM.

9 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 10 of information or items under this Order.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
 12 their support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
 14 items that it produces in disclosures or in responses to discovery as
 15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 16 ONLY.”

17 2.7 Disclosure or Discovery Material: all items or information, regardless
 18 of the medium or manner in which it is generated, stored, or maintained (including,
 19 among other things, testimony, documents, transcripts, and tangible things), that are
 20 produced or generated in disclosures or responses to discovery in this matter.

21 2.8 Expert: a person with specialized knowledge or experience in a matter
 22 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 23 an expert witness or as a consultant in this Action.

24 2.9 House Counsel: attorneys who are employees of a party to this Action.
 25 House Counsel does not include Outside Counsel of Record or any other outside
 26 counsel.

27 2.10 Non-Party: any natural person, partnership, corporation, association,
 28 or other legal entity not named as a Party to this action.

1 2.11 Outside Counsel of Record: attorneys who are not employees of a
 2 party to this Action but are retained to represent or advise a party to this Action and
 3 have appeared in this Action on behalf of that party or are affiliated with a law firm
 4 which has appeared on behalf of that party, and includes support staff.

5 2.12 Party: any party to this Action, including all of its officers, directors,
 6 employees, consultants, retained experts, and Outside Counsel of Record (and their
 7 support staffs).

8 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
 9 Discovery Material in this Action.

10 2.14 Professional Vendors: persons or entities that provide litigation
 11 support services (e.g., photocopying, videotaping, translating, preparing exhibits
 12 or demonstrations, and organizing, storing, or retrieving data in any form or
 13 medium) and their employees and subcontractors.

14 2.15 Protected Material: any Disclosure or Discovery Material that is
 15 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 16 ATTORNEYS’ EYES ONLY.”

17 2.16 Receiving Party: a Party that receives Disclosure or Discovery
 18 Material from a Producing Party.

19 3. SCOPE

20 The protections conferred by this Stipulation and Order cover not only
 21 Protected Material (as defined above), but also (1) any information copied or
 22 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 23 compilations of Protected Material; and (3) any testimony, conversations, or
 24 presentations by Parties or their Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the
 26 trial judge. This Order does not govern the use of Protected Material at trial.

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1 4. **CONFIDENTIALITY SURVIVES TERMINATION OF ACTION**

2 4.1 Even after final disposition of this Action, the confidentiality
 3 obligations imposed by this Order shall remain in effect until a Designating Party
 4 agrees otherwise in writing or a court order otherwise directs. Final disposition
 5 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
 6 Action, with or without prejudice; or (2) final judgment herein after the
 7 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews
 8 of this Action, including the time limits for filing any motions or applications for
 9 extension of time pursuant to applicable law.

10 5. **DESIGNATING PROTECTED MATERIAL**

11 5.1 “CONFIDENTIAL” Disclosure or Discovery Material includes,
 12 without limitation, information (regardless of how it is generated, stored or
 13 maintained), documents or tangible things that qualify for protection under Federal
 14 Rule of Civil Procedure 26(c), and as specified above in the Good Cause
 15 Statement.

16 5.2 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 17 Disclosure or Discovery Material includes, without limitation, information,
 18 documents or tangible things of a proprietary business or technical nature that might
 19 be of value to a competitor or potential customer of the party or non-party holding
 20 the proprietary rights thereto, and that must be protected from disclosure. This
 21 includes, but is not limited to, information which could, if disclosed to the
 22 Receiving Party directly, cause competitive harm to the Designating Party.
 23 Information and material that may be subject to this protection includes, but is not
 24 limited to, technical and/or research and development data, intellectual property,
 25 financial, marketing and other sales data, and/or information having strategic
 26 commercial value pertaining to the Designating Party’s trade or business.

27 5.3 **Exercise of Restraint and Care in Designating Material for Protection.**
 28 Each Party or Non-Party that designates information or items for protection under

1 this Order must take care to limit any such designation to specific material that
 2 qualifies under the appropriate standards. The Designating Party must designate
 3 for protection only those parts of material, documents, items, or oral or written
 4 communications that qualify so that other portions of the material, documents,
 5 items, or communications for which protection is not warranted are not swept
 6 unjustifiably within the ambit of this Order. Designating Party's counsel shall make
 7 a good faith determination that the information warrants such protection.

8 Mass, indiscriminate, or routinized designations are prohibited.
 9 Designations that are shown to be clearly unjustified or that have been made
 10 for an improper purpose (e.g., to unnecessarily encumber the case development
 11 process or to impose unnecessary expenses and burdens on other parties) may
 12 expose the Designating Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it
 14 designated for protection do not qualify for protection, that Designating Party must
 15 promptly notify all other Parties that it is withdrawing the inapplicable designation.

16 **5.4 Manner and Timing of Designations**. Except as otherwise provided in
 17 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery
 18 Material that qualifies for protection under this Order must be clearly so
 19 designated before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
 22 documents, but excluding transcripts of depositions or other pretrial or trial
 23 proceedings), that the Producing Party affix at a minimum, the legend
 24 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
 25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
 26 CONFIDENTIAL legend”), to each page that contains protected material. If only
 27 a portion or portions of the material on a page qualifies for protection, the
 28

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
 2 appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
 4 need not designate them for protection until after the inspecting Party has indicated
 5 which documents it would like copied and produced. During the inspection
 6 and before the designation, all of the material made available for inspection
 7 shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

8 After the inspecting Party has identified the documents it wants copied and
 9 produced, the Producing Party must determine which documents, or portions thereof,
 10 qualify for protection under this Order. Then, before producing the specified
 11 documents, the Producing Party must affix the “CONFIDENTIAL legend” or
 12 “HIGHLY CONFIDENTIAL legend” to each page that contains Protected
 13 Material. If only a portion or portions of the material on a page qualifies for
 14 protection, the Producing Party also must clearly identify the protected portion(s)
 15 (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in depositions or in other pretrial proceedings, the
 17 Designating Party shall identify the Disclosure or Discovery Material on the record
 18 or within 15 days after receiving the transcript of the deposition or other testimony.
 19 During the 15-day period, counsel for the parties shall treat the entire transcript as
 20 if it had been designated “Highly Confidential – Attorneys’ Eyes Only.” Pages of
 21 transcribed deposition or other testimony or exhibits to such testimony that
 22 reveal Protected Material may be separately bound by the court reporter and may
 23 not be disclosed to anyone except as permitted under this Stipulated Protective
 24 Order. Where testimony is designated during a deposition, the Designating Party
 25 shall have the right to exclude, at those portions of the deposition, all persons not
 26 authorized by the terms of this order to receive such designated material.

27 (c) for information produced in some form other than documentary and
 28 for any other tangible items, that the Producing Party affix in a prominent place on

1 the exterior of the container or containers in which the information is stored the
 2 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only a portion or
 3 portions of the information warrants protection, the Producing Party, to the extent
 4 practicable, shall identify the protected portion(s).

5 5.5 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 6 failure to designate qualified information or items does not, standing alone, waive
 7 the Designating Party's right to secure protection under this Order for such material.
 8 Upon timely correction of a designation, the Receiving Party must make reasonable
 9 efforts to assure that the material is treated in accordance with the provisions of this
 10 Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 13 designation of confidentiality at any time that is consistent with the Court's
 14 Scheduling Order.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 16 resolution process under Local Rule 37.1 *et seq.*

17 6.3 The burden of persuasion in any such challenge proceeding shall be on
 18 the Designating Party. Frivolous challenges, and those made for an improper
 19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 20 parties) may expose the Challenging Party to sanctions. Unless the
 21 Designating Party has waived or withdrawn the confidentiality designation, all
 22 parties shall continue to afford the material in question the level of protection
 23 to which it is entitled under the Producing Party's designation until the Court rules
 24 on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that
 27 is disclosed or produced by another Party or by a Non-Party in connection with
 28 this Action only for prosecuting, defending, or attempting to settle this Action.

1 Such Protected Material may be disclosed only to the categories of persons and
 2 under the conditions described in this Order. When the Action has been terminated,
 3 a Receiving Party must comply with the provisions of section 13 below.

4 Protected Material must be stored and maintained by a Receiving Party at a
 5 location and in a secure manner that ensures that access is limited to the persons
 6 authorized under this Order.

7 7.2 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 8 ONLY” Disclosure or Discovery Materials. Materials designated “HIGHLY
 9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be disclosed only to the
 10 following individuals:

11 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 12 well as employees of said Outside Counsel of Record to whom it is reasonably
 13 necessary to disclose the information for this Action;

14 (b) Experts (as defined in this Order) of the Receiving Party to whom
 15 disclosure is reasonably necessary for this Action and who have signed the
 16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) the court and its personnel;

18 (d) court reporters and their staff;

19 (e) professional jury or trial consultants, mock jurors, and Professional
 20 Vendors to whom disclosure is reasonably necessary for this Action and who have
 21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (f) the author or recipient of a document containing the information or a
 23 custodian or other person who otherwise possessed or knew the information; and

24 (g) any mediator or settlement officer, and their supporting personnel,
 25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 7.3 Disclosure of “CONFIDENTIAL” Disclosure or Discovery Materials.
 27 Materials designated “CONFIDENTIAL” materials may be disclosed only to the
 28 following individuals:

1 (a) Those individuals to whom Materials designated "HIGHLY
2 CONFIDENTIAL – ATTORNEYS' EYES ONLY" may be disclosed under the
3 terms of this Order; and

4 (b) the officers, directors, and employees (including House Counsel) of
5 the Receiving Party to whom disclosure is reasonably necessary for this Action and
6 who have signed an “Acknowledgment and Agreement to be Bound” (Exhibit “A.”)

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation
10 that compels disclosure of any information or items designated by another
11 Party in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY” the subpoenaed Party must:

13 (a) promptly notify in writing the Designating Party. Such notification
14 shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order
16 to issue in the other litigation that some or all of the material covered by the
17 subpoena or order is subject to this Protective Order. Such notification shall include
18 a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
20 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be

1 construed as authorizing or encouraging a Receiving Party in this Action to
 2 disobey a lawful directive from another court.

3. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
 4. **PRODUCED IN THIS LITIGATION**

5. (a) The terms of this Order are applicable to information produced by a
 6 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
 7 CONFIDENTIAL – ATTORNEYS' EYES ONLY" Such information produced by
 8 Non-Parties in connection with this litigation is protected by the remedies and
 9 relief provided by this Order. Nothing in these provisions should be construed as
 10 prohibiting a Non-Party from seeking additional protections.

11. (b) In the event that a Party is required, by a valid discovery request, to
 12 produce a Non-Party's confidential information in its possession, and the Party is
 13 subject to an agreement with the Non-Party not to produce the Non-Party's
 14 confidential information, then the Party shall:

- 15. (1) promptly notify in writing the Requesting Party and the Non-
 16 Party that some or all of the information requested is subject to
 17 a confidentiality agreement with a Non-Party;
- 18. (2) promptly provide the Non-Party with a copy of the
 19 Stipulated Protective Order in this Action, the relevant
 20 discovery request(s), and a reasonably specific description of the
 21 information requested; and
- 22. (3) make the information requested available for inspection by
 23 the Non-Party, if requested.

24. (c) If the Non-Party fails to seek a protective order from this court within
 25 14 days of receiving the notice and accompanying information, the Receiving Party
 26 may produce the Non-Party's confidential information responsive to the discovery
 27 request. If the Non-Party timely seeks a protective order, the Receiving Party
 28 shall not produce any information in its possession or control that is subject to

1 the confidentiality agreement with the Non-Party before a determination by the
 2 court. Absent a court order to the contrary, the Non-Party shall bear the
 3 burden and expense of seeking protection in this court of its Protected Material.

4 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 6 Protected Material to any person or in any circumstance not authorized under this
 7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
 9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
 10 persons to whom unauthorized disclosures were made of all the terms of this Order,
 11 and (d) request such person or persons to execute the “Acknowledgment and
 12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 14 **PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that Protected
 16 Material is subject to a claim of privilege or other protection, and that such material
 17 was inadvertently produced without the appropriate Confidentiality designation, the
 18 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 20 may be established in an e-discovery order that provides for production without
 21 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
 22 as the parties reach an agreement on the effect of disclosure of a communication or
 23 information covered by the attorney-client privilege or work product protection, the
 24 parties may incorporate their agreement in the stipulated protective order submitted
 25 to the court.

26 12. **MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 28 person to seek its modification by the Court in the future. The parties agree to meet

1 and confer prior to seeking to modify this Order for any reason.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of
 3 this Protective Order no Party waives any right it otherwise would have to
 4 object to disclosing or producing any information or item on any ground not
 5 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
 6 to object on any ground to use in evidence of any of the material covered by this
 7 Protective Order.

8 12.3 Filing Protected Material. A Party that seeks to file under seal
 9 any Protected Material must comply with Civil Local Rule 79-5. Protected
 10 Material may only be filed under seal pursuant to a court order authorizing the
 11 sealing of the specific Protected Material at issue. If a Party's request to file
 12 Protected Material under seal is denied by the court, then the Receiving Party may
 13 file the information in the public record unless otherwise instructed by the court.

14 13. **FINAL DISPOSITION**

15 After the final disposition of this Action, as defined in paragraph 4, and
 16 within 60 days of a written request by any Designating Party, each Receiving Party
 17 must return all Protected Material to the Producing Party or destroy such material.
 18 As used in this subdivision, "all Protected Material" includes all copies, extracts,
 19 abstracts, compilations, summaries, and any other format reproducing or
 20 capturing any of the Protected Material. Whether the Protected Material is
 21 returned or destroyed, the Receiving Party must submit a written certification to
 22 the Producing Party (and, if not the same person or entity, to the Designating Party)
 23 by the 60 day deadline that (1) identifies (by category, where appropriate) all the
 24 Protected Material that was returned or destroyed and (2) affirms that the
 25 Receiving Party has not retained any copies, extracts, abstracts, compilations,
 26 summaries or any other format reproducing or capturing any of the Protected
 27 Material. Notwithstanding this provision, Counsel are entitled to retain an
 28 archival copy of all pleadings, motion papers, trial, deposition, and hearing

1 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
2 reports, attorney work product, and consultant and expert work product, even if such
3 materials contain Protected Material. Any such archival copies that contain or
4 constitute Protected Material remain subject to this Protective Order as set forth in
5 Section 4.

6 14. Any violation of this Order may be punished by any and all appropriate
7 measures including, without limitation, contempt proceedings and/or monetary
8 sanctions.

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 DATED: August 29, 2016

11
12 By: /s/ Trevor W. Barrett
13 Scott A. Burroughs, Esq.
14 Trevor W. Barrett, Esq.
15 DONIGER/BURROUGHS
16 Attorneys for Plaintiff

17 DATED: August 30, 2016

18 By: /s/ Todd M. Lander
19 TODD M. LANDER
20 PENNY M. COSTA
21 FREEMAN, FREEMAN & SMILEY, LLP
22 Attorneys for Defendant J. C. Penney
23 Corporation, Inc.

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25 DATED: 8/31/2016

26 

27 Alexander F. Mackinnon
28 United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [print or type full name], of _____
4 _____ [print or type full address], declare under
5 penalty of perjury that I have read in its entirety and understand the Stipulated
6 Protective Order that was issued by the United States District Court for the Central
7 District of California on _____ in the case of *Klauber Brothers, Inc. v. J. C.*
8 *Penney Corporation, Inc.*, Case No. 2:16-cv-02147-JFM-AFM. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order and I
10 understand and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
12 manner any information or item that is subject to this Stipulated Protective Order to
13 any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court for
15 the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or
18 type full name] of _____ [print or type full address and
19 telephone number] as my California agent for service of process in connection with
20 this action or any proceedings related to enforcement of this Stipulated Protective
21 Order.

22 Date: _____

23 _____
24 City and State where sworn and signed:
25 _____

26 Printed name:
27 _____

28 Signature
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